To Whom It May Concern:

I am opposed to the Revised Proposed Final Judgement in the Microsoft
antitrust trial. While it is an improvement over the previous proposal,
the revised proposal still has many stipulations that are unlikely to
be enforced.

Here are the stipulations that I find questionable, from section III,
"Prohibited Conduct", of the revised proposal.

A.   "or by withholding newly introduced forms of non-monetary
     Consideration (including but not limited to new versions of
     existing forms of non-monetary Consideration)"

     This does not address the possiblity of Microsoft witholding
     existing forms of non-monetary considerations from OEMs for
     supporting non-Microsoft products.

A. 2. "shipping a Personal Computer that (a) includes both a Windows
     Operating System Product and a non-Microsoft Operating System,
     or (b) will boot with more than one Operating System;"

     Does not address the possiblity of an OEM shipping some
     computers without any Microsoft Operating System at all.

C. 1. "except that Microsoft may restrict an OEM from displaying
     icons, shortcuts and menu entries for any product in any
     list of such icons, shortcuts, or menu entries specified
     in the Windows documentation as being limited to products
     that provide particular types of functionality, provided
     that the restrictions are non-discriminatory with respect
     to non-Microsoft and Microsoft products."

     Microsoft could claim that a product that competes with
     their own product has a prohibited type of functionality.
     It's easy to take two programs that provide a similar,
     but not identical, functionality and add the difference
     to the list of prohibited functionality.

     To be plain, I don't see what possible positive use this
     condition could have. Surely if the OEM wants to add value
     by including software, that's should be the OEM's decision?

C. 3. "Launching automatically ... any Non-Microsoft Middleware

if a Microsoft Middleware Product that provides similar
functionality would otherwise be launched automatically
at that time"

Seems to allow Microsoft to limit middleware functionality
to only the set provided by Microsoft middleware.
If a .NET competitor added extra functionality for a
competitive advantage, could an OEM be restricted from
bundling it?

C. 3. "provided that any such Non-Microsoft Middleware displays
on the desktop no user interface or a user interface of
similar size and shape to the user interface displayed by
the corresponding Microsoft Middleware Product."

This forces competing software vendors to follow Microsoft's
lead in these type of products and again seems to restrict
functionality to only that supported by Microsoft middleware.

D.   It's been commented on elsewhere that this section allows
Microsoft to shut out noncommercial concerns, such as Free
Software projects and government agencies, from docuementation.
The definition of ISV seems to be wide enough to address these
concerns, but I include this point here in case my interpretation
is in error. :)

E.   "and (ii) used to interoperate natively (i.e., without the
addition of software code to the client operating system
product) with a Microsoft server operating system product."

This clause seems to add a loophole without any apparent benefit.

F. 2. "Except that Microsoft may enter into agreements that place
limitations on an ISV's development, use, distribution or
promotion of any such software if those limitations are reasonably
necessary to and of reasonable scope and duration in relation to a
bona fide contractual obligation of the ISV to use, distribute or
promote any Microsoft software or to develop software for, or in
conjunction with, Microsoft."

What is the interpretation of "reasonable"? Would it be reasonable,
for example, for Microsoft to place limitations on an ISV's
ability to distribute Linux if the ISV entered into a contractual
obligation to distribute Windows?

G. 1. This stipulation is contradictory. It claims that Microsoft may not
enter into a contract that will force the other party to exclusively
or favorably deal with Microsoft products as opposed to competing
products. Then it says that they actually can do this as long as

they can provide numbers that show it is reasonable to favor the
Microsoft product.   Since Microsoft has such a large percentage
of the market they will always be able to produce numbers that show
this. The DOJ must never let them enter into an agreement that
removes the other parties right to use a competing product.

H. 3. "without first seeking confirmation from the user"

The entire idea of automatically altering an OEM's configuration
of icons, shortcuts, or menu entries seems to be nothing more than
a way of circumventing section III C, and should be prohibited.
Barring that, there should be constraints on what form this
confirmation will take. Will it pop up each time Windows is
booted after the first 14 days? Will it be explain the choice,
or simply say "Your Windows configuration may not be correct.
Would you like to correct it?"

J. 1. This clause would seem to break other interoperability clauses.
How, for example, will third-party tools be able to interoperate
with the Microsoft platform if the authentication protocols are
closed?

J. 2. "(b) has a reasonable business need for the API, Documentation or
Communications Protocol for a planned or shipping product"
"(c) meets reasonable, objective standards established by Microsoft
for certifying the authenticity and viability of its business"
"(d) agrees to submit, at its own expense, any computer program
using such APIs, Documentation or Communication Protocols to
third-party verification, approved by Microsoft, to test for
and ensure verification and compliance with Microsoft specifications
for use of the API or interface"

This condition will allow Microsoft to close off documentation
from free software developers, such as Linux and its tools like
Samba. These are non-commercial programs, and therefore have
no "business need". Likewise, not many free projects will have
the funds to comply with J.2.(d).

Moreover, this agreement only limits Microsoft's future behavior.
It does nothing to punish them for past behavior that has been found
to be anticompetitive.

Thank you for your time.

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